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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/784,875	02/15/2001	Subbu Srinivasan	CSCO-110932.US.P	4569

7590 10/12/2004  
WAGNER, MURABITO & HAO LLP  
Third Floor  
Two North Market Street  
San Jose, CA 95113

EXAMINER
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MITCHELL, KATHERINE W

ART UNIT	PAPER NUMBER
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3677

DATE MAILED: 10/12/2004

Please find below and/or attached an Office communication concerning this application or proceeding.

## Office Action Summary

Application No.

09/784,875

Applicant(s)

SRINIVASAN

Examiner

Katherine W Mitchell

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-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 06 July 2004.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1,3-14, 16, 18-23 and 25-27 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1,3-14, 16, 18-23 and 25-27 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☒ The drawing(s) filed on 15 February 2001 is/are: a) ☒ accepted or b) ☒ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
- ☐ Certified copies of the priority documents have been received.
  - ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  - ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- 1) ☐ Notice of References Cited (PTO-892)
- 2) ☒ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449 or PTO/SB/08)  
Paper No(s)/Mail Date \_\_\_\_\_
- 4) ☒ Interview Summary (PTO-413)  
Paper No(s)/Mail Date with this action
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_

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### DETAILED ACTION

1. Claims 1, 3-14, 16, 18-23, and 25-27 are pending. Note that claim 15 is cancelled.
2. The text of those sections of Title 35, U.S. Code not included in this action can be found in a prior Office action.

### *Drawings*

3. The drawings are objected to because numerous reference numbers, labels, and lead lines are unclear and hard to read. A proposed drawing correction or corrected drawings are required in reply to the Office action to avoid abandonment of the application. The objection to the drawings will not be held in abeyance.
4. Applicant states in his argument that formal drawings were submitted with the response. However, no drawings were received, and applicant did not check that drawings were submitted (see below). However, since applicant addressed the drawings with a statement that drawings were submitted, and the omission appears to be a clerical error, examiner is considering the response to be responsive to the previous office action.

For: **MULTI-VENDOR INTEGRATION PROCESS FOR INTERNET COMMERCE**

**MAIL STOP Amendment  
Commissioner for Patents  
Alexandria, VA 22313-1450**

### AMENDMENT TRANSMITTAL

1. Transmitted herewith is an amendment for this application

☒ Transmitted herewith is a response to an office action for the above identified patent application.  
( 17 Sheets)  
Transmitted herewith are ☐ Sheet of Proposed Drawing Amendments  
Transmitted herewith is ☐ Sheets of formal drawings.  
☐ Other

2. Applicant is other than a small entity

***Rule 105 Request***

5. Examiner notes for the record that applicant has stated that the requested information was not readily available and has not provided any documentation in response to the Rule 105 request.

***Claim Rejections - 35 USC § 103***

6. Claims 1, 6-14, 22, 26-27 are rejected under 35 U.S.C. 103(a) as being anticipated by "Inside the Cisco Web Site", hereafter called Cisco.

Re claim 1: Cisco teaches a computer-implemented method and means for processing an electronically placed order for customer-configured products (page 2, 2<sup>nd</sup> -4<sup>th</sup> Q/A pairs,) comprising

- A. Receiving a customer-configured product configuration (pg 5, last Q/A pair)
- B. Determining if product configuration is valid (pg 2, 3<sup>rd</sup> Q/A pair)
- C. If valid, continuing processing order (pg 2, last 4 Q/A pairs)
- D. Receiving order approval (pg 5, last Q/A pair)
- E. If less than a predetermined time period passes between order and approval, continue processing said order (page 4, 2<sup>nd</sup> Q/A pair), without determining if the configuration in "C" is still valid.

However, Cisco is not explicit at requiring a specific lack of revalidation after step c. The reference teaches that revalidation is an option in the process. Repeating the revalidation step, or omitting the revalidation step, at multiple steps in the process, would be obvious variants of a process that teaches that order configurations can be

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revalidated. It would have been considered obvious to one of ordinary skill in the art, at the time the invention was made, to have omitted an extra revalidation step, since it has been held that omission of an element and its function in combination where the remaining elements perform the same function as before involves only routine skill in the art. *In re Karlson*, 136 USPQ 184.

Re claims 6-8: Fields for required order processing information are taught in pg 2, 3<sup>rd</sup> Q/A pair –how much RAM, what peripherals, etc and in page 5, last Q/A pair – bill-to, ship-to, PO number, etc). Determining whether all required order processing has been provided is inherently taught, as pg 2, 3<sup>rd</sup> –4<sup>th</sup> Q/A pairs teach that if certain fields are selected, other features are correlated to result in a valid order, and page 5 teaches checklist for order entry.

Re claim 9: receiving the order via the internet is taught in page 1, 2nd Q/A pair and throughout.

Re claims 10-12: Cisco teaches a computer-implemented method and means for processing an electronically placed order for customer-configured products (page 2, 2<sup>nd</sup> –4<sup>th</sup> Q/A pairs,) comprising

- A. Receiving a user who is electronically transferred from application or web-site operable to access e-procurement application to a web site operable to access an ordering application (IPC, page 2 –3)
- B. Allowing customer-configured product configuration (pg 5, last Q/A pair) with said ordering application determining whether the product configuration is a valid configuration (pg 2, 3<sup>rd</sup> Q/A pair)

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- C. Continue processing without determining if order information is valid and complete (pg 5, last Q/A pair)
- D. Transferring e-copy of order to e-procurement application (page 3-4)
- E. Receiving order approval (pg 5, last Q/A pair) from user transferred from e-procurement web site to ordering application web site.
- F. After approval, determine if valid and complete order (pg 5, pg 2)
- G. If less than a predetermined time period passes between order and approval, continue processing said order (page 4, 2<sup>nd</sup> Q/A pair) without further determining if the product configuration is valid. (for example, predetermined period is negligible, as item is reorder, page 5).

However, Cisco is not explicit at requiring or prohibiting revalidation after each specific step. The Cisco reference teaches that revalidation is an option in the process.

Repeating the revalidation step, or omitting the revalidation step, at multiple steps in the process, would be obvious variants of a process that teaches that order configurations can be revalidated. It would have been considered obvious to one of ordinary skill in the art, at the time the invention was made, to have omitted or included an extra revalidation step, since it has been held that omission of an element and its function in combination where the remaining elements perform the same function as before involves only routine skill in the art. *In re Karlson*, 136 USPQ 184, and that mere duplication of the essential working parts of a device involves only routine skill in the art. *St. Regis Paper Co. v. Bemis Co.*, 193 USPQ 8.

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Re claims 13-14: It has been held that to be entitled to weight in method claims, the recited structure limitations therein must affect the method in a manipulative sense, and not to amount to the mere claiming of a use of a particular structure. *Ex parte Pfeiffer*, 1962 C.D. 408 (1961). The computer running the application would be selected based on customer's requirements and equipment.

Re claim 22: Service contracts as part of an order are taught in the last line of page 2- first 4 lines of page 3, and Cisco states that service orders are treated just as a finished goods order, thus inherently they are part of the configuration process, orders must be validly configured with service contracts appropriate for the hardware and software selected.

Re claim 26: Means for automatically processing an electronically placed order, comprising:

- A. Means for electronic order creation, with a customer-configured product configuration (pg 5, last Q/A pair) and fields for required order processing information are taught in pg 2, 3<sup>rd</sup> Q/A pair –how much RAM, what peripherals, etc and in page 5, last Q/A pair – bill-to, ship-to, PO number, etc).
- B. Means for determining if product configuration is valid (pg 2, 3<sup>rd</sup> Q/A pair)
- C. Means for receiving order approval (pg 5, last Q/A pair)
- D. Means for determining if required order processing information is valid and complete (page 5)

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- E. Means for determining if more than a predetermined time period passed between order and approval. (page 2, saved configuration)

Re claim 27: Authorization determination is taught in page 5.

6. Claims 3-5, 16, and 23 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cisco in view of Mitra et al. US20010014878.

Re claims 3-5, 16: Cisco teaches on page 5 of 8, paragraphs 7-8 of 10 that an engineer starts an order, specifying the configuration, and then the order goes to Purchasing for administrative matters and approval. Page 7 of 8 discloses that quote/order/ configuration and price/invoice loop of ordering are known, and page 2 4<sup>th</sup> Q/A pair teaches that revalidation is critical after time has passed, because change is fast and software becomes obsolete quickly in the computer field. Whether the time delay is between ordering and approval, or ordering and reordering, the time delay is known to be a reason for revalidation, and revalidation is taught as a capability after certain time delays. Defining the time interval, based on intervals observed, and allowing interval flexibility would have been considered obvious to one of ordinary skill in the art, at the time the invention was made, since it has been held that where the general conditions of a claim are disclosed in the prior art, discovering the optimum or workable range involves only routine skill in the art. *In re Aller*, 105 USPQ 233.

However, Cisco is not explicit that revalidation after approval is performed. Mitra teaches in col 2 para [0029] that upon receiving a purchase request, the seller verifies (validates) the purchase information (items/services are still being offered, prices). Para



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[0030] and [0041] teaches an additional verification/validation step after approval of the purchase request (items still available, price still correct).

It would have been obvious to one of ordinary skill in the art, having the teachings of Cisco and Mitra before him at the time the invention was made, to modify Cisco to include revalidation after all significant time delays, including between order placement and approval, as taught by Mitra, in order to ensure that orders are still validly configured. One would have been motivated to make such a combination because changes and software obsolescence are common in the computer configuration art, and can result in valid orders becoming invalid quickly thus gaining efficiency and reducing administrative costs.

Re claims 23 and 25: Computer readable medium having stored thereon program instructions (inherent in electronic computer-based applications, and Oracle database is inherently computer readable) for implementing the method comprising:

- Allowing an incomplete order, for a configurable product, to be created wherein at least one item is not provided by user (page 2-3 – once the order is placed, you can get all your contract information online; page 5 – engineer begins order and then sends to purchasing for completion)
- Allowing further processing (done by purchasing)
- Receiving order in complete form with missing element(s) provided (pg 5)
- After complete order is received, determining if order processing information is still valid (pg 2) and

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- If less than a pre-determined time period has expired between order placement and order approval, automatically continuing order processing without determining whether product configuration is still a valid configuration.

However, Cisco is not explicit at requiring or prohibiting revalidation after each specific step. The Cisco reference teaches that revalidation is an option in the process. Repeating the revalidation step, or omitting the revalidation step, at multiple steps in the process, would be obvious variants of a process that teaches that order configurations can be revalidated. It would have been considered obvious to one of ordinary skill in the art, at the time the invention was made, to have omitted or included an extra revalidation step, since it has been held that omission of an element and its function in combination where the remaining elements perform the same function as before involves only routine skill in the art. *In re Karlson*, 136 USPQ 184, and that mere duplication of the essential working parts of a device involves only routine skill in the art. *St. Regis Paper Co. v. Bemis Co.*, 193 USPQ 8.

Further, Cisco is not explicit that incomplete orders are accepted and further processed. Mitra in para [0032] discusses processing incomplete orders where some information is missing, wherein further processing ((price verification) is done by seller 108,110 and the request is returned to buyer for completion. Revalidation was discussed in the paragraph above.

It would have been obvious to one of ordinary skill in the art, having the teachings of Cisco and Mitra before him at the time the invention was made, to modify Cisco to include processing orders without complete information, such as billing codes,

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as taught by Mitra, in order to ensure that orders are handled as rapidly and efficiently as possible, especially for known customers. One would have been motivated to make such a combination because fast processing time and order fulfillment is of vital importance to customers, and meeting this need would ensure customer satisfaction and return.

7. Claims 19-21 are rejected under 35 U.S.C. 103(a) as being unpatentable over "Inside the Cisco Web Site", hereafter called Cisco in view of Hensen USP 6167383.

Re claims 19-21: Cisco teaches a computer-implemented method and means for processing an electronically placed order for customer configured products with user registration on page 5, 3<sup>rd</sup> Q/A pair. However, Cisco is not specific on what registration/authentication data is used. Henson teaches in col 14 lines 4-61, that to order, customers can register, or can access the site unregistered, and that passwords (col 14 lines 35-38) can be used in certain situations but not all situations before allowing a customer to place an order. Company identification for user authentication is taught in col 14 lines 42-45.

8. Claim 18 is rejected under 35 U.S.C. 103(a) as being unpatentable over "Inside the Cisco Web Site", hereafter called Cisco in view of XML 1.0 WC3 Recommendation, hereafter called XML.

Re claim 18: Examiner notes that "**XML (Extensible Markup Language)** is a metalanguage approved as a World Wide Web Consortium (W3C) recommendation in February 1998, which is attached.

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**XML (Extensible Markup Language)**

A metalanguage approved as a World Wide Web Consortium (W3C) recommendation in February 1998. A simplified version of Standard Generalized Markup Language (SGML), XML captures SGML's key advantages (such as extensibility) without its more obscure features. Because it is a metalanguage (a language to define languages), it intrinsically offers Hypertext Markup Language (HTML) capabilities and can be used to create HTML documents. A family of XML-related standards (formally called "recommendations") has been under development by the W3C since 1997. These include XML Linking Language (XLink), XML Path Language (XPath), XML Pointer Language (XPointer), Extensible Stylesheet Language (XSL) and XSL Transformations (XSLT). Together, they form a critical foundation for today's Web-based computing and e-commerce infrastructures. (See **XLink**, **XPath**, **XPointer**, **XSL** and **XSLT**.)

" (Description from [http://www4.gartner.com/6\\_help/glossary/GlossaryX.jsp](http://www4.gartner.com/6_help/glossary/GlossaryX.jsp), undated)

The difference between the claims and Cisco is the claims recite XML compliance. It would have been obvious to one of ordinary skill in the art, having the teachings of Cisco and XML before him at the time the invention was made, to modify Cisco as taught by XML to include XML compliance, in order to obtain compatibility with accepted internet standards. One would have been motivated to make such a combination because maximum interoperability and standardization would have been obtained, as taught/suggested by XML.

***Response to Arguments***

9. Applicant's arguments filed 7/6/04 have been fully considered but they are not persuasive.

10. Applicant argues that the reference does not teach a newly-added negative limitation. The reference teaches every step, thus inherently it teaches the same method with a step omitted. Examiner notes that the MPEP 2173.05(i) discusses negative limitations:

*Negative Limitations Any negative limitation or exclusionary proviso must have basis in the original disclosure. If alternative elements are positively recited in the specification, they may be explicitly excluded in the claims. See In re Johnson, 558 F.2d*

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*1008, 1019, 194 USPQ 187, 196 (CCPA 1977) ("[the] specification, having described the whole, necessarily described the part remaining.").*

11. Applicant argues that the Cisco document does not teach including or excluding validation or revalidation steps at specific steps in the process. Similar to the argument in the rejection of claims 1 and 10 above, the Cisco reference teaches that revalidation is an option in the process. Repeating the revalidation step, or omitting the revalidation step, at multiple steps in the process, would be obvious variants of a process that teaches that order configurations can be revalidated. It has been held that omission of an element and its function in combination where the remaining elements perform the same function as before involves only routine skill in the art. *In re Karlson*, 136 USPQ 184, and that mere duplication of the essential working parts of a device involves only routine skill in the art. *St. Regis Paper Co. v. Bemis Co.*, 193 USPQ 8.

12. As to the Cisco reference teaching from the Mitra teaching of not revalidating if less than the predetermined time period has passed, because Cisco teaches the revalidation step, it necessarily teaches that it is known to omit the step - see paragraph 10 above.

13. Regarding the date of the "Inside the Cisco Website" article publication date, examiner provided a printout of the archives of IEEE showing it to be from the Nov/Dec 1997 issue. Examiner provides this information below excerpted from the complete archive list previously provided:

● Sue Aragon-Stemel: Inside Cisco's Website

"I'd like to say we had a plan of grand proportions, but what really happened is the plan evolved as we built each new application." (*From Nov/Dec 1997*)

This is considered a valid date by examiner.

***Conclusion***

14. The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

15. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire **THREE MONTHS** from the mailing date of this action. In the event a first reply is filed within **TWO MONTHS** of the mailing date of this final action and the advisory action is not mailed until after the end of the **THREE-MONTH** shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than **SIX MONTHS** from the date of this final action.

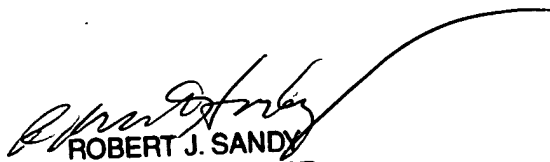
16. Any inquiry concerning this communication or earlier communications from the examiner should be directed to Katherine W Mitchell whose telephone number is 703-305-6713. The examiner can normally be reached on Mon - Thurs 10 AM - 8 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, J. J. Swann can be reached on 703-306-4115. The fax phone number for the organization where this application or proceeding is assigned is 703-872-9306.

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17. Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free).

Kwm  
9/20/04

  
ROBERT J. SANDY  
PRIMARY EXAMINER